

**Town of Paradise
Alternative Program Debris Removal
Bid Form**

Service	Bid Amount
Site 1 – Public Works Shop, 933 American Way (1,600 SF)	\$29,000.00
Site 2 – Fire Station #3, 1249 Wagstaff Road (3,230 SF)	\$32,000.00
Site 3 – RDA Building, 5456 Black Olive Drive (3,750 SF)	\$32,000.00
Site 4 – Quonset Hut, 5656 Sierra Park Drive (1,120 SF)	\$29,000.00
Site 5 – Residence, 5733 Pentz Road (2,189)	\$31,000.00
TOTAL	\$ 153,000.00

*The Town reserves the right to delete any portions of the scope of work listed above from the contract. A complete Alternative Program Plan will be required for each site. Details are listed in the proposed contract in this Bid Package.

Submitted by:


Signature Cynthia Skiff, Vice President

March 4, 2019

Date

Business Name/Address/Phone Number:

Business Name: Resource Environmental, Inc.

Address: 6634 Schilling Avenue, Long Beach, CA 90805

Telephone Number: (562) 468-7000

Bidder's Bond

Alternative Program Debris Removal Contract No. 19-05

We, Resource Environmental, Inc., as Principal, and Allied World Insurance Company, as Surety, are bound unto the Town of Paradise, Department of Public Works, hereafter referred to as "Obligee," in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the project work described below, for the payment of which sum we bind ourselves jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee for Alternative Program Debris Removal for which bids are to be opened at Town of Paradise, 5555 Skyway, Paradise, California, on March 5, 2019

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the Notice to Contractors, Special Provisions, Bids, and Contract for this project work, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials is provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: March 1, 2019

Resource Environmental, Inc.

By:

Cynthia Shiff
Cynthia Shiff, Vice President

Allied World Insurance Company

By:

William Syrkin
William Syrkin, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On 03/01/2019 before me, Liliana Gomez, Notary Public
Date Here Insert Name and Title of the Officer

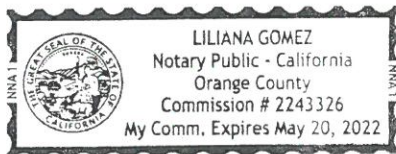
personally appeared William Syrkin

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Liliana Gomez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 03/01/2019

Number of Pages: One(1) Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Allied World Insurance Company

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____



ALLIED WORLD INSURANCE COMPANY
199 Water Street
New York, NY 10038
USA

POWER OF ATTORNEY

Issue Date: February 6, 2019

No. 82607-A1021

Single Transaction Limit: \$10,000,000

KNOW ALL MEN BY THESE PRESENTS:

Allied World Insurance Company, a New Hampshire corporation (the "Company") does hereby appoint

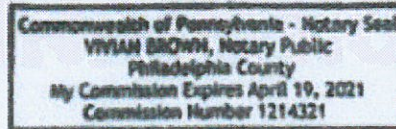
NAME(s): William Syrkin

FIRM: Millennium Corporate Solutions, LLC 5530 Trabuco Road Irvine, CA 92620

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, ALLIED WORLD INSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 6th day of February, 2019



Name: Robert E. Staples

Title: Senior Vice President - Surety

State of Pennsylvania)
County of Philadelphia)ss.

On this 6th day of February, 2019, before me came the above-named officer of ALLIED WORLD INSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

Notary

My Commission Expires: 04/19/2021

CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the ALLIED WORLD INSURANCE COMPANY (the "Corporation"), on December 31, 2012:

RESOLVED, that the proper officers of the Corporation, the head of the surety business line for the Corporation and their appointed designees (each an "Authorized Officer" and collectively, the "Authorized Officers") be, and each hereby is, authorized to appoint one or more Attorneys-in-Fact to represent and act for and on behalf of the Corporation in the transaction of the Company's surety business to execute (under the common seal of the Corporation, if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the signatures and attestations of the Authorized Officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile or mechanically reproduced signature of any Authorized Officer, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

RESOLVED, that in connection with the Corporation's transaction of surety business, any such Attorney-in-Fact delivering a secretarial or other certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact.

RESOLVED, that the Authorized Officers be, and each hereby is, authorized to execute (under the common seal of the Corporation, if appropriate), make, file and deliver in the name and on behalf of the Corporation any and all consents, certificates, agreements, amendments, supplements, instruments and other documents whatsoever, and do any and all other things whatsoever in connection with the Corporation's transaction of surety business, as such Authorized Officer shall in his or her absolute discretion deem or determine appropriate and any of the foregoing resolutions, the transactions contemplated thereby and any ancillary matters thereto and/or to carry out the purposes and intent thereof, such deeming or determination to be conclusively evidenced by any such execution or the taking of any such action by such Authorized Officer.

I, Sung Lee, Secretary of the ALLIED WORLD INSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 1st day of March, 2019

All Claim Notices should be sent to the below:

Allied World Insurance Company
Attn: Surety Department
30 South 17th Street, Suite 1600
Philadelphia, PA 19103

Sung Lee, VP, Legal

ADDENDUM NO. 1

**Alternative Program Debris Removal
Contract 19-04**

February 20, 2019

OWNER:

Town of Paradise
5555 Skyway
Paradise, CA 95969
(530) 872-6291
(530) 877-5059 (fax)

GENERAL:

Scope:

1. The purpose of this Addendum No. 1 is to notify Bidders of clarifications to the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents.
2. This Addendum consists of 1 page.

Acknowledgment:

1. This Addendum shall be signed by the bidder, dated and submitted with the proposal for the project.

CLARIFICATION IS PROVIDED AS FOLLOWS:

QUESTION 1: Has the Town completed required asbestos site surveys for any of the project locations?

ANSWER 1: No. Completion of the asbestos site surveys shall be the responsibility of the contractor. The contractor shall prepare their bid assuming there is no asbestos on these sites. In the event asbestos is discovered, the Town shall issue a Contract Change Order to account for the additional expenses to remediate.

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BIDDER:

Resource Environmental, Inc.

NAME

6634 Schilling Avenue

ADDRESS 1

Long Beach, CA 90805

ADDRESS 2

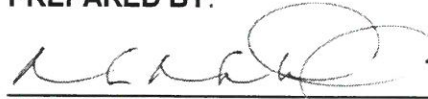
SIGNATURE

Cynthia Skiff, Vice President

03/04/2019

DATE

PREPARED BY:



TOWN OF PARADISE

2/20/2019

DATE

END OF ADDENDUM

ADDENDUM NO. 2

**Alternative Program Debris Removal
Contract 19-05**

February 27, 2019

OWNER:

Town of Paradise
5555 Skyway
Paradise, CA 95969
(530) 872-6291
(530) 877-5059 (fax)

GENERAL:

Scope:

1. The purpose of this Addendum No. 1 is to notify Bidders of clarifications to the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents.
2. This Addendum consists of 3 pages.

Acknowledgment:

1. This Addendum shall be signed by the bidder, dated and submitted with the proposal for the project.

CLARIFICATION IS PROVIDED AS FOLLOWS:

QUESTION 1: Is there a planned job walk for the project?

ANSWER 1: No, however, contractors are allowed to inspect worksites during normal business hours.

QUESTION 2: Is there a bid, payment and performance bonds required for the project?

ANSWER 2: Yes, please see below and attached to this addendum.

MODIFICATION TO THE PROJECT SPECIFICATIONS ARE AS FOLLOWS:

1. Bidder's Bond:

Each bid must be accompanied by cash, cashier's check, certified check, or a bidder's bond executed by an admitted surety insurer made payable to the Town of Paradise for an amount equal to at least ten percent (10%) of the total bid amount, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

2. Payment and Performance Bond:

The successful bidder shall furnish two bonds for the contract. As required under Section 9550 of the Civil Code, the successful bidder shall furnish a Payment Bond; provided that the bond shall be in the amount of one-hundred percent (100%) of the contract price to guarantee the payment of claims of laborers, mechanics, or material men employed to work under the contract.

In addition, the bidder shall furnish a Performance Bond in the amount of one-hundred percent (100%) of the contract price to guarantee the faithful performance of the contract.

All alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds.

Bond forms are provided with the Contract Documents.

Sureties on each of said bonds shall be satisfactory to the Town Attorney.

BIDDER:

PREPARED BY:

Resource Environmental, Inc.

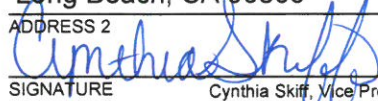
NAME

6634 Schilling Avenue

ADDRESS 1

Long Beach, CA 90805

ADDRESS 2

 03/04/2019

SIGNATURE

Cynthia Skiff, Vice President

DATE

TOWN OF PARADISE

DATE

END OF ADDENDUM (PLUS ATTACHMENTS)

ADDENDUM NO. 3

**Alternative Program Debris Removal
Contract 19-04**

February 28, 2019

OWNER:

Town of Paradise
5555 Skyway
Paradise, CA 95969
(530) 872-6291
(530) 877-5059 (fax)

GENERAL:

Scope:

1. The purpose of this Addendum No. 3 is to notify Bidders of clarifications to the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents.
2. This Addendum consists of 1 pages.

Acknowledgment:

1. This Addendum shall be signed by the bidder, dated and submitted with the proposal for the project.

CLARIFICATION IS PROVIDED AS FOLLOWS:

QUESTION 1: Is there an Engineer's Estimate for the subject project?

ANSWER 1: Yes, \$300,000.

MODIFICATION TO THE PROJECT SPECIFICATIONS ARE AS FOLLOWS:

1. Schedule:

Following execution of contracts (typically 2 weeks from the date of award), the Town of Paradise shall issue a Notice to Proceed. From the date of the Notice to Proceed, the Contractor shall submit Alternative Program Application and Work Plans with Butte County Environmental Health within five business days for all properties. Following approval to proceed with the Work Plan for the County, the Contractor shall commence work on the subject projects in the following priority and timelines:

Priority	Address	Maximum Days from County Approval
1	933 American Way	10
2	1249 Wagstaff Road	20
3	5456 Black Olive Drive	25
4	5656 Sierra Park Drive	28
5	5733 Pentz Road	31

2. Time

This work, subject to contract changes, shall be diligently prosecuted to completion before the expiration of 40 working days after the date issued in the Notice to Proceed. Days between Work Plan submittal and Approval by the County shall not count as working days.

3. Liquidated Damages:

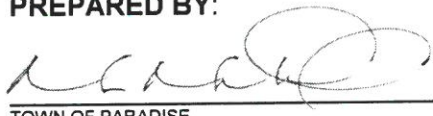
The Contractor shall pay to the Town of Paradise the sum of one thousand dollars (\$1,000) per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed herein. Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance.

BIDDER:

Resource Environmental, Inc.
NAME
6634 Schilling Avenue
ADDRESS 1
Long Beach, CA 90805
ADDRESS 2

SIGNATURE Cynthia Skiff, Vice President DATE 03/04/2019

PREPARED BY:


TOWN OF PARADISE DATE 2/28/19

END OF ADDENDUM